

SERIAL 04033 S LAW ENFORCEMENT PHYSICAL EXAMINATIONS – MCSO (NIGP 94874)

DATE OF LAST REVISION: July 26, 2006

CONTRACT END DATE: April 30, 2007

**Amendment #2 (dtd 7/21/06) adds service line items #8 thru #16 to contract pricing page.
Effective date: 7/01/06**

**Amendment #1 (dtd 9/9/04) adds line item #7 to the pricing page
Effective date: 7/27/04**

CONTRACT PERIOD THROUGH APRIL 30, 2007

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for LAW ENFORCEMENT PHYSICAL EXAMINATIONS – MCSO
(NIGP 94874)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 21, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/ks
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO
Valerie Chavez, Facilities Management
Kathy Sicard, Materials Management

(Please remove Serial 97233-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **LAW ENFORCEMENT PHYSICAL
EXAMINATIONS – MCSO (NIGP 94874)**

1.0 **INTENT:**

The intent of this solicitation is to establish a contract for pre-employment and continuation physical examinations for the Maricopa County Sheriff's Office (MCSO). It may apply to both sworn and civilian personnel. In addition, it establishes other medical services deemed necessary by MCSO. The contract resultant of this solicitation is a requirements contract.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Deputy Sheriff Physical Induction Exam P.O.S.T. Exam. Inclusive of the following:

- 2.1.1 Medical history review and brief medical examination in accordance with instructions provided by MCSO.
- 2.1.2 Vitals
- 2.1.3 Audiogram
- 2.1.4 Vision Exam
- 2.1.5 Chest X-ray 1 View
- 2.1.6 Urinalysis
- 2.1.7 CBC
- 2.1.8 SMAC23

2.2 Detention Officer Physical Examination. Inclusive of the following:

- 2.2.1 Medical history review and brief medical examination in accordance with instructions provided by MCSO
- 2.2.2 Pulmonary Function Test
- 2.2.3 Respirator Physical
- 2.2.4 Vision Test
- 2.2.5 Audiogram

2.3 Fitness Examination. Fitness for duty medical evaluations determine the capability of an individual to continue or resume duties as described in the provided MCSO job description. The evaluation shall include the appropriate physical examination, and diagnostic tests as indicated by the individual case. The indicated diagnostic tests shall be charged at the usual and customary rate and shall be conducted only with prior approval of the Sheriff's Office.

- 2.3.1 Basic
- 2.3.2 Intermediate
- 2.3.3 Comprehensive (per hour rate)

2.4 Return to Work Evaluation. Return of essential functions (evaluation may be expanded by physician with authorization from the Sheriff's Office). Review of employees PCP release and/or work restrictions.

- 2.5 Individual Costs
 - 2.5.1 Chest X-ray
 - 2.5.1.1 One View
 - 2.5.1.2 Two View
 - 2.5.2 EKG
 - 2.5.2.1 Under 35 years of age
 - 2.5.2.2 35 years of age and older
 - 2.5.3 Urinalysis, CBC, SMAC
 - 2.5.3.1 Urinalysis
 - 2.5.3.2 CBC
 - 2.5.3.3 SMAC23
 - 2.5.4 Ten-Panel Drug Test
 - 2.5.5 Audiometer Baseline Tests
 - 2.5.6 Vision Examination
 - 2.5.7 Pulmonary Function Test
 - 2.5.8 Respirator Medical Evaluation. Includes examination and written certification by a qualified physician or other qualified health care professional.
 - 2.5.9 Exercise Test
 - 2.5.10 Stress Treadmill
- 2.6 Other Specifications
- 2.7 Medical services outlined in this solicitation will be provided in the Metropolitan Phoenix Area.
- 2.8 All interested parties shall have no unresolved complaints on file with, either the licensing or certifying agency, the Maricopa County Medical Society, or the American Medical Association.
- 2.9 All interested parties shall agree to provide all complete and comprehensive licensed medical services within one (1) week of the request for services.
- 2.10 The Contractor shall be a medical doctor or an organization of such doctors or a Doctor of Osteopathy or an organization of such doctors licensed to practice medicine in the State of Arizona.
- 2.11 The Contractor shall have experience with Law Enforcement Physical and AZ POST (Arizona Peace Officer Standards Training Board) forms.
- 2.12 The Contractor shall furnish all equipment, support services, and supplies for services provided at the Contractor's facility
- 2.13 The Contractor's duties shall include, but not necessarily be limited to, the following:

- 2.13.1 The Contractor shall note in each client's file and on appropriate forms as prescribed by AZ POST
- 2.13.2 The Contract shall provide as needed, a narrative description written to document the medical record of the client.
- 2.13.3 The Contractor shall provide a written statement when any medical, physical or mental circumstance exists which would limit the person's ability to effectively perform the duties of a peace officer on a continuing basis or creates a reasonable probability of substantial harm to the person or others, describe how the circumstances affect the person's ability to perform the duties of a peace officer, and specify the type & duration of any treatment required.
- 2.13.4 Where designated, the Contractor's services shall be provided and invoiced in hourly increments or fractions thereof where hourly rates are specified. No minimum time will be allowed. Medical Services provided in increments of less than one (1) hour shall be paid on the prorated basis (30 minutes of service shall be paid at the rate of one half of the firm, fixed per hour price). The Contractor may also invoice travel time to and from their office and their "time" as required by MCSO when the hourly rate applies (i.e.) hearings.
- 2.14 Contractor shall provide verbal results of medical evaluations within three (3) days of the medical evaluation date.
- 2.15 Contractor shall provide written results of medical evaluations within one (1) week of the medical evaluation date.
- 2.16 Appointments for physicals shall be available and confirmed within 72 hours after request.
- 2.17 Referral or additional examinations needed in individual cases shall receive prior approval from the Sheriff and be charged at the usual and customary rate.
- 2.18 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.
- 2.19 DELIVERY OF SERVICES:

It shall be the Contractor's responsibility to meet the County's service requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

- 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.
- 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in

writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments shall be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials shall be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.5.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms shall be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or

modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate shall be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Inquiries may be submitted by telephone but shall be followed up in writing. No oral communication is binding on Maricopa County.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments shall sign bids.**

CONCENTRA MEDICAL CENTERS, 2502 E WASHINGTON ST SUITE #206, PHOENIX, AZ 85034
320 E. MCDOWELL RD SUITE #105, PHOENIX, AZ 85004

PRICING SHEET P080101/B0606071/NIGP 94874

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☐ NO ☒ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING:

ITEM DESCRIPTION

1. Deputy Sheriff Physical Induction Examination (Section 2.1)	<u>\$ 115.50 /per exam.</u>
2. Detention Officer Physical Examination (Section 2.2)	<u>\$ 71.50 /per exam.</u>
3. Fitness Examinations (Section 2.3)	
3.1 Basic (Section 2.3.1)	<u>\$ 82.50 /per hour</u>
3.2 Intermediate (Section 2.3.2)	<u>\$ 165.00 /per exam.</u>
3.3 Comprehensive (hourly rate) (Section 2.3.3)	<u>\$ 220.00 /per exam.</u>
4. Return to Work Evaluation (Section 2.4)	<u>\$ 42.00 /per eval.</u>
5. Individual Costs (Section 2.5)	
Chest X-Ray	
5.1 One (1) View (Section 2.5.1.1)	<u>\$ 33.00 /each</u>
5.2 Two (2) View (Section 2.5.1.2)	<u>\$ 45.00 /each</u>
EKG	
5.3 Under 35 years of age (Section 2.5.2.1)	<u>\$ 41.80 /each</u>
5.4 35 years of age and older (Section 2.5.2.2)	<u>\$ 41.80 /each</u>
Urinalysis, CBC, SMAC	
5.5 Urinalysis (Section 2.5.3.1)	<u>\$ 5.50 /each</u>
5.6 CBC (Section 2.5.3.2)	<u>\$ 11.00 /each</u>
5.7 SMAC23 (Section 2.5.3.3)	<u>\$ 22.00 /each</u>
5.8 Ten Panel Drug Test (Section 2.5.4)	<u>\$ 25.00 /each</u>
5.9 Audiometer Baseline Tests (Section 2.5.5)	<u>\$ 16.50 /each</u>
5.10 Vision Examination (Section 2.5.6)	<u>\$ 13.20 /each</u>
5.11 Pulmonary Function Test (Section 2.5.7)	<u>\$ 33.00 /each</u>
5.12 Respirator Medical Evaluation (Section 2.5.8)	<u>\$ 68.00 /each</u>

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5.13 Exercise Test (Section 2.5.9)	\$ 27.50 /each
5.14 Stress Test (Section 2.5.10)	\$ 192.50 /each
6. Hourly Rate for Hearings, etc. and <i>authorized</i> travel time (Section 2.13.4)	\$ 150.00 /per hour
7. Basic Physical for Civilians (includes the following) Complete occupational/medical history Hands on physical examination Evaluation of the respiratory system Vital signs Head, eyes, ears, nose, and throat Skin and lymphatic examination Gastrointestinal examination Neurological evaluation Visual acuity Physician review of essential job functions (form shall be provided by Maricopa County)	\$38.00/each
8. TB Skin Test	\$ 15.00/test
9. Rubeola Immunization	\$ 80.00/ ea
10. Rubella Immunization	\$45.00/ea
11. Varicella Immunization	\$ 85.00/ea
12. Three (3) – per injection	\$ 68.00/each injection
13. Chest X-Ray – One (1) View	\$ 33.00/ea
14. Chest X-Ray – Two (2) Views	\$ 45.00/ea
15. History Respiratory Medical	\$ 38.00/ea
16. Evaluation	\$ 68.00/ea

Service line items #8 thru #16 added via amendment#2, with an effectivity date of July 01, 2006

CONCENTRA MEDICAL CENTERS, 2502 E WASHINGTON ST SUITE #206, PHOENIX, AZ 85034
320 E. MCDOWELL RD SUITE #105, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: ~~860750222-B~~ **W000000811 X**

Telephone Number: ~~602/256-5946~~ **800/254-8677**

Fax Number: ~~602/256-5954~~ **602/392-1151**

Contact Person: ~~David Mikula~~ **Darla Nigg**

E-mail Address: ~~David_Mikula@concentra.com~~ **Darla_Nigg@concentra.com**

Company Web Site: www.concentra.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2007.**